could be obtained only on the recommendation of a congressman. *Held,* that defendant was not obliged to take the books, even though they were as good as represented. Williams, J., *dissenting.*

This question does not seem to have been decided by the New York courts before, but there are many cases in other jurisdictions sustaining this decision. The controlling principle is stated in *Smelting Co.* v. *Mining Co.,* 127 U. S. 387, that every one has a right to select and determine with whom he will contract and cannot have another person thrust upon him without his consent. See also *Ice Co.* v. *Potter,* 123 Mass. 28.

CONTRACTS—PUBLIC POLICY—PROVISION IN NOTE.—UNION CENTRAL LIFE INS CO. V. CHAMPLIN ET AL., 65 Pac. 836 (Okla.).—A stipulation in a note, which forbids the maker's discharging his obligation by borrowing money from anyone except the payee, is contrary to public policy and hence null and void.

No hard and fast rule may be laid down in determining what contracts are contrary to public policy. Mr. Story says in his work on Conflict of Laws, Sec. 546: "Whenever any contract conflicts with the morals of the time, and contravenes any established interest of society, it is void, as being against public policy." The test is the evil tendency of the contract and not its actual injury to the public in a particular instance. *Brown* v. *Columbus National Bank,* 137 Ind. 655; *Atcheson* v. *Mallon,* 43 N. Y. 147; *Firemen's Association* v. *Berghaus,* 13 La. Ann. 209.

COUNTIES—BOARD OF SUPERVISORS—ORDINANCES—SUBMISSION TO VOTERS EX-PARTE ANDERSON, 66 Pac. 194 (Cal.).—In accordance with the directions of the state constitution, the statutes of 1897, Section 2, declares that the powers of a county can only be exercised by the board of supervisors or their agents. *Held,* that Section 13, which provides that any ordinance submitted by a certain number of legal voters and adopted at the polls shall have the same force as though ordained by the supervisors, is void. Beatty, C. J., *dissenting.*

The practical effect of the provisions in question would be to establish two equal, co-ordinate, law-making powers, each existing without any restrictions on the other. This would not only be an absurdity and a source of endless confusion, but plainly inconsistent with our accepted forms of government.

FEDERAL JURISDICTION—DIVERSE CITIZENSHIP—CORPORATIONS—UNITED STATES V. S. P. SCHOTLER, 110 Fed. 1.—Under act of Congress, March 3, 1887, as amended by Act of Congress, August 13, 1888, providing that no civil suit may be brought against any person outside of the district of which he is an inhabitant or a resident, a corporation of one state may not be sued in the Federal Courts of another state, in which it has an usual place of business.

The Judicary Act of 1875 provided that a person must be sued in the district in which he resided or might "be found" at the time of service of process. Under this act it was generally held that a corporation of one state, having a place of business and an agent in another state might be sued in the latter state. *Railroad Co.* v. *Harris,* 12 Wall 65; *Insurance Co.* v. *French,* 18

Howard 404; *Boston Electric Co.* v. *Electric Gas Lighting Co.*, 23 Fed. 839; *U. S.* v. *American Bell Tel. Co.*, 29 Fed. 17. Under the act of 1887, however, the Supreme Court holds in *Shaw* v. *Mining Co.*, 145 U. S. 444, on which the present decision is based, that a corporation of one state is not an inhabitant or resident of another state in which it has a usual place of business. A contrary view is taken in *U. S.* v. *Southern Pac. R. Co.* (C. C.) 49 Fed. 297.

EQUITY—RIGHT TO INVOKE JURISDICTION—PROTECTION OF CONTRACTS ARISING OUT OF UNLAWFUL COMBINATION.—DELAWARE L. & W. R. Co. v. FRANK, 110 Fed. 689 (N. Y.).—The plaintiff asked for an injunction to enjoin ticket brokers from dealing in special tickets which were untransferable. It appeared that the plaintiff was a member of a combination formed by a number of railroads for the purpose of preventing competition, the passenger receipts of all such railroads being pooled and divided on an agreed basis. *Held,* that complainant was not entitled to equitable relief.

The combination formed by the railroads, being in violation of the federal anti-trust law, was illegal. A federal tribunal cannot be invoked to protect the issuance of a ticket which is the evidence of an agreement between railroad corporations specifically forbidden by an act of Congress, which has been sustained by the Supreme Court. *U. S.* v. *Trans-Missouri Freight Association,* 166 U. S. 290, 17 Sup. Ct. 540; *U. S.* v. *Joint Traffic Association,* 171 U. S. 505, 19 Sup. Ct. 25. The complainant contended that the unlawful acts charged by the defendant did not relate to the subject matter. The court, however, held that the wrongdoing of the complainant was not remote, in that it had given birth to the combination whose tickets were wrongfully diverted by the defendant.

FOREIGN DIVORCE—SUBSTITUTED SERVICE—DOWER—BAR.—STARBUCK v. STARBUCK ET AL., 71 N. Y. Sup. 194.—Plaintiff, a resident of Massachusetts, obtained in that state a divorce from her husband, a resident of New York, who was served personally but who did not appear in the action. Although the husband married a second time, at his death in 1896, plaintiff brought action for dower. *Held,* that the Massachusetts decree was not binding on plaintiff in New York and hence did not bar her right to dower in husband's lands in that state.

This decision follows naturally from the strict attitude of the New York courts upon the question of foreign divorces. *Todd* v. *Kerr,* 42 Barb. 317; *Van Cleaf* v. *Burns,* 133 N. Y. 540; *In re Kimball,* 155 N. Y. 62. The court holds that the plaintiff by this action of dower, strictly speaking, does not question the validity of her divorce, but only maintains that its validity is confined to the jurisdiction granting it. This conclusion, however, is just the reverse of that reached in *In re Swales Estate,* 70 N.Y. Supp. 220, that where a party has invoked and submitted himself to the jurisdiction of any court, he cannot therefore be heard to question such jurisdiction. The weight of authority in this country is that such a decree dissolves the marriage relation and bars the right to dower. *Atherton* v. *Atherton,* 181 U. S. 155.

FRAUDULENT CONVEYANCES—PROMISE IN CONSIDERATION OF MARRIAGE—MARTIAL RIGHTS.—BRINKLEY v. BRINKLEY ET AL., 39 S. E., 38 (N. C.).—Where the defendant agreed to deed land to the plaintiff if she would marry